

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W37N02-2070-N104		PAGE 1 OF 63	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DABT47-02-B-0008	
7. FOR SOLICITATION INFORMATION CALL		a. NAME LILLIAN W. DARBY				b. TELEPHONE NUMBER (No Collect Calls) 803-751-7699	
9. ISSUED BY DIRECTORATE OF CONTRACTING 4340 MAGRUDER AVENUE FT JACKSON SC 29207-5493 TEL: 803-751-5231 FAX: 803-751-5429		CODE DABT47		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100%FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 8734 SIZE STANDARD: 6.0mil		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						12. DISCOUNT TERMS	
15. DELIVER TO DIRECTORATE OF LOGISTICS AND ENGINEERING J-KIM, BYUNG-JOON (ATZJ-DLE-EN) / MECHANICAL ENGINEER 2562 ESSAYONS WAY FORT JACKSON SC 29207		CODE		16. ADMINISTERED BY SEE ITEM 9			
17 a. CONTRACTOR/ OFFEROR TEL.		CODE		FACILITY CODE		18 a. PAYMENT WILL BE MADE BY CODE	
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21 QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input checked="" type="checkbox"/> 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR				31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31 c. DATE SIGNED	
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE		40. PAID BY	
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

BASIS FOR AWARD: Subject to the provisions contained herein, award will be made to a single bidder. ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. Bids shall include prices for each line item, to include all options years listed in the bid schedule in order for bids to be properly evaluated. FAILURE TO BID ON ALL ITEMS WILL REQUIRE REJECTION OF THE BID AS NONRESPONSIVE.

NOTE: ALL QUANTITIES ON THE BID SCHEDULE ARE ESTIMATED QUANTITIES.

REFERENCE LABOR SQUARE FOOTAGE ON THE BID SCHEDULE (ITEMS 0008 THRU 0015 IN THE BASE PERIOD AND CORRESPONDING ITEMS IN THE OPTION PERIODS), THIS SHALL APPLY ONLY TO TEM, PLM, PCM AND LBP SURVEY FOR BUILDINGS. TRIP TO RESERVE CENTER (ITEM 0016 AND CORRESPONDING OPTION YEAR ITEMS) IS APPLIED TO OUT OF TOWN RESERVE CENTERS ONLY AND IS TO COMPENSATE CONTRACTOR FOR THE TRIP.

SECTION SF 1449 CONTINUATION SHEET

BASE PERIOD:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TEM samples FFP PURCHASE REQUEST NUMBER W37N02-2070-N104	2.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	PLM samples FFP PURCHASE REQUEST NUMBER W37N02-2070-N104	950.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	PCM samples FFP PURCHASE REQUEST NUMBER W37N02-2070-N104	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Heavy metal testing, water FFP PURCHASE REQUEST NUMBER W37N02-2070-N104	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	PCB testing FFP PURCHASE REQUEST NUMBER W37N02-2070-N104	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	soil testing, mechanical FFP PURCHASE REQUEST NUMBER W37N02-2070-N104	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Lead Base Paint testing FFP PURCHASE REQUEST NUMBER W37N02-2070-N104	10.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Labor, less than 1000sf FFP PURCHASE REQUEST NUMBER W37N02-2070-N104	5.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Labor, between 1000 and 1999 sf FFP PURCHASE REQUEST NUMBER W37N02-2070-N104	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Labor, between 2000 and 2999 sf FFP PURCHASE REQUEST NUMBER W37N02-2070-N104	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Labor, between 3000 and 3999 sf FFP PURCHASE REQUEST NUMBER W37N02-2070-N104	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Labor, between 4000 and 4999 sf FFP PURCHASE REQUEST NUMBER W37N02-2070-N104	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Labor, between 5000 and 6999 sf FFP PURCHASE REQUEST NUMBER W37N02-2070-N104	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Labor, Between 7000 and 9999 sf FFP PURCHASE REQUEST NUMBER W37N02-2070-N104	6.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	Labor, greater or equal to 10000 sf FFP PURCHASE REQUEST NUMBER W37N02-2070-N104	20.00	Each		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	Trip to reserve Ctr FFP PURCHASE REQUEST NUMBER W37N02-2070-N104	3.00	Hours		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	Expedite survey per bldg FFP PURCHASE REQUEST NUMBER W37N02-2070-N104	10.00	Each		<hr/>
TOTAL AMOUNT ITEMS 0001 THRU 0017.....\$ <hr/>					

FIRST OPTION PERIOD:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	TEM samples FFP	2.00	Each		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	PLM samples FFP	950.00	Each		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	PCM samples FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	Heavy metal testing, water FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005	PCB testing FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006	soil testing, mechanical FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007	Lead Base Paint testing FFP	10.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008	Labor, less than 1000sf FFP	5.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009	Labor, between 1000 and 1999 sf FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010	Labor, between 2000 and 2999 sf FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011	Labor, between 3000 and 3999 sf FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012	Labor, between 4000 and 4999 sf FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1013	Labor, between 5000 and 6999 sf FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014	Labor, Between 7000 and 9999 sf FFP	6.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1015	Labor, greater or equal to 10000 sf FFP	20.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1016	Trip to reserve Ctr FFP	3.00	Hours		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1017	Expedite survey per bldg FFP	10.00	Each		

TOTAL AMOUNT ITEMS 1000 THRU 1017.....\$_____

SECOND OPTION PERIOD:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	TEM samples FFP	2.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	PLM samples FFP	950.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	PCM samples FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	Heavy metal testing, water FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005	PCB testing FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006	soil testing, mechanical FFP	3.00	Each		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007	Lead Base Paint testing FFP	10.00	Each		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008	Labor, less than 1000sf FFP	5.00	Each		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009	Labor, between 1000 and 1999 sf FFP	3.00	Each		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010	Labor, between 2000 and 2999 sf FFP	3.00	Each		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011	Labor, between 3000 and 3999 sf FFP	3.00	Each		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012	Labor, between 4000 and 4999 sf FFP	3.00	Each		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2013	Labor, between 5000 and 6999 sf FFP	3.00	Each		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014	Labor, Between 7000 and 9999 sf FFP	6.00	Each		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2015	Labor, greater or equal to 10000 sf FFP	20.00	Each		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2016	Trip to reserve Ctr FFP	3.00	Hours		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2017	Expedite survey per bldg FFP	10.00	Each		<hr/>
TOTAL AMOUNT ITEMS 2001 THRU 2017.....\$ <hr/>					

THIRD OPTION PERIOD:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	TEM samples FFP	2.00	Each		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	PLM samples FFP	950.00	Each		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	PCM samples FFP	3.00	Each		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	Heavy metal testing, water FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005	PCB testing FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006	soil testing, mechanical FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007	Lead Base Paint testing FFP	10.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008	Labor, less than 1000sf FFP	5.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009	Labor, between 1000 and 1999 sf FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010	Labor, between 2000 and 2999 sf FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011	Labor, between 3000 and 3999 sf FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012	Labor, between 4000 and 4999 sf FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3013	Labor, between 5000 and 6999 sf FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3014	Labor, Between 7000 and 9999 sf FFP	6.00	Each		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3015	Labor, greater or equal to 10000 sf FFP	20.00	Each		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3016	Trip to reserve Ctr FFP	3.00	Hours		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3017	Expedite survey per bldg FFP	10.00	Each		<hr/>

TOTAL AMOUNT ITEMS 3001 THRU 3017.....\$

FOURTH OPTION PERIOD:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	TEM samples FFP	2.00	Each		<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	PLM samples FFP	950.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	PCM samples FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	Heavy metal testing, water FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005	PCB testing FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006	soil testing, mechanical FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007	Lead Base Paint testing FFP	10.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008	Labor, less than 1000sf FFP	5.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009	Labor, between 1000 and 1999 sf FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010	Labor, between 2000 and 2999 sf FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011	Labor, between 3000 and 3999 sf FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012	Labor, between 4000 and 4999 sf FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4013	Labor, between 5000 and 6999 sf FFP	3.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4014	Labor, Between 7000 and 9999 sf FFP	6.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4015	Labor, greater or equal to 10000 sf FFP	20.00	Each		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4016	Trip to reserve Ctr FFP	3.00	Hours		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4017	Expedite survey per bldg FFP	10.00	Each		
TOTAL AMOUNT ITEMS 4001 THRU 4017.....\$					
TOTAL AMOUNT ITEMS 0001 THRU 4017.....\$					

CLAUSES INCORPORATED BY REFERENCE:

52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.217-5	Evaluation Of Options	JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

CONTRACTOR PERSONNEL

(a) The Contractor is fully responsible for the performance and conduct of his employees at all times while on the installation performing under this contract. The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work and for keeping them informed of all improvements, changes, and methods of operations.

(b) The Contractor shall not allow any employee to perform work under this contract while under the influence of alcohol, drugs, or any other incapacitating agent.

(c) All personnel employed by Contractor or any representatives of the Contractor entering the Government installation shall comply with all security regulations which may be in effect during the contract period and shall be subject to such checks as may be deemed necessary to assure that no violations occur. Military police and other law enforcement personnel on post have the right to deny entry to the installation or remove from the installation any contractor employee for misconduct which endangers the health or safety of people or property or for reasons of security. In addition, the installation commander has the authority under 18 U.S.C. 1382 to bar an individual from entry onto the installation. Such action by the Government shall not excuse the Contractor from fulfilling all requirements under this contract, and shall not be the cause of any claim or request for additional compensation by the Contractor against the Government.

(d) The Contractor shall submit to the Contracting Officer a list of all employee(s) who will be performing under this contract, including any subcontractor employees, as specified in the contract but no later than five (5) days prior to commencement of work. The list shall be updated within five (5) days after any personnel changes are made during the contract period. Employees shall be identified by their name, social security number, and date and place of birth. The Contracting Officer will check the employee(s) against the installation Bar List. The Government will notify the Contractor of any individual found to be on the Bar List and thus ineligible to work on the installation.

(e) All personnel employed by the Contractor or any representatives of the Contractor who will be operating motor vehicles on the installation in performance of this contract shall have a valid drivers license including any required commercial operating permit.

CONTRACT PERFORMANCE PERIOD

Basic Period. Any contract awarded as a result of this solicitation shall become effective (01 October 2002), or date of award if later, and continue thru (30 September 2003) unless sooner terminated under the terms of the contract.

First Option Period. If the Government exercises its option to extend the term of the contract, the performance period shall become effective (01 October 2003) and continue thru (30 September 2004) unless sooner terminated under the terms of the contract.

Second Option Period. If the Government exercises its option to extend the term of the contract, the performance period shall become effective (01 October 2004) and continue thru (30 September 2005) unless sooner terminated under the terms of the contract.

Third Option Period. If the Government exercises its option to extend the term of the contract, the performance period shall become effective (01 October 2005) and continue thru (30 September 2006) unless sooner terminated under the terms of the contract.

Fourth Option Period. If the Government exercises its option to extend the term of the contract, the performance period shall become effective (01 October 2006) and continue thru (30 September 2007) unless sooner terminated under the terms of the contract.

ENDANGERED SPECIES ACT

The Endangered Species Act of 1973, as amended, 16 U.S.C. 1531-1543 (ESA), provides for the protection of endangered and threatened animals, plants, and their habitats. The Contractor acknowledges that it is familiar with the ESA and will not violate the ESA in the performance of the contract. The Contractor acknowledges that it has inspected the site(s) where this contract will be performed and is satisfied that there are no endangered species or habitats present. If the performance of this contract or any modification to it requires a Section 7 consultation, the Contractor shall enter into that consultation and comply with the recommendations of the U.S. Fish and Wildlife Service, unless directed otherwise by the Contracting Officer.

FEDERAL HOLIDAYS

Federal Holidays are as follows:

New Years Day	(1) 1 January
Martin Luther King Jr's Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	(1) 4 July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans' Day	(1) 11 November
Thanksgiving Day	4th Thursday in November
Christmas Day	(1) 25 December

Note (1): Holidays occurring on Saturday will be observed the preceding Friday. Those occurring on Sunday will be observed the following Monday.

HAZARDOUS MATERIALS/HAZARDOUS WASTE MANAGEMENT AND DISPOSAL

(a) Hazardous wastes must be disposed of in accordance with the Resource Conservation and Recovery Act and other applicable federal, state and local laws and regulations.

(b) If this contract involves the generation, use, storage, treatment, or disposal of hazardous materials or hazardous wastes, the Contractor shall:

(1) Provide the Environmental and Natural Resources Division of Fort Jackson Directorate of Logistics and Engineering (DLE) with hazardous material inventory information for the hazardous material being used on Fort Jackson.

(2) Properly label, store, and transport hazardous material and/or hazardous waste as directed in Fort Jackson Regulation 200-3, and comply with local, State, and Federal regulations.

(3) Dispose of hazardous waste generated on Fort Jackson in accordance with local, State, and Federal laws and regulations, using Fort Jackson's EPA identification No. SC321002048. The Contractor is responsible for considering and including all disposal costs in submitting an offer for this contract.

(4) Provide the Environmental and Natural Resources Division, DLE, with inventory information, and forward to the Contracting Officer, with a copy to the Environmental and Natural Resources Division, a copy of all hazardous waste manifests.

(5) Provide the Contracting Officer with a copy of all approved permits, licenses, and forms required to be obtained from EPA, South Carolina Department of Health and Environmental Control, and/or any other regulatory body incident to work on this contract. Notice to Proceed will not be issued by the Government until such permits, licenses or forms have been provided to the Contracting Officer.

(c) The Contractor shall include these HAZARDOUS MATERIALS/HAZARDOUS WASTE MANAGEMENT AND DISPOSAL special contract requirements in all subcontracts.

IDENTIFICATION OF RED-COCKADED WOODPECKER (RCW) COLONY SITES

The Federally endangered Red-Cockaded Woodpecker (RCW) may be present within the work area; its protection and management are mandated by Federal law. Causing harm to the RCW, its colonies, or habitats can result in criminal sanctions. The RCW colony sites are identified by the following means:

- a. Cavity (nest) trees are marked with two orange or white bands at breast height.
- b. Trees at the edge of the 200 foot buffer zone (protected area) are marked with a single orange or white band and/or with diamond shaped signs indicating that the area within is an endangered species site. Tampering with these markings or signs are prohibited.
- c. For additional information relating to RCWs, contact the Wildlife Administrator, Directorate of Logistics and Engineering, at 751-4793.

INDEMNIFICATION FOR ENVIRONMENTAL VIOLATIONS

(Read in conjunction with clauses FAR 52.236-0007, Permits and Responsibilities; FAR 52.236-0009, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements; and FAR 52.237-0002, Protection of Government Buildings, Equipment, and Vegetation).

(a) The Contractor is advised that notwithstanding Sovereign Immunity, civil fines and penalties might be imposed upon the United States for violations of environmental statutes and regulations. Notwithstanding this advice, the Government does not admit or acknowledge that there has been any waiver of Sovereign Immunity or that it may legally pay any such civil penalties or fines.

(b) The Contractor acknowledges it may not be able to assert the defense of Sovereign Immunity. The Contractor agrees that it will immediately notify the Contracting Officer in writing of any direction given to it by anyone, including the Contracting Officer, that may violate any environmental or safety statute, regulation or other requirement. Unless specifically directed to proceed by the Contracting Officer after the giving of such written notice, the Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to

any acts or omissions by it or by its employees or agents which result in the imposition of any environmental civil penalty or fines, whether or not any such penalty or fine is imposed on the Contractor or the Government.

(c) Any refusal by the Contractor to pay or reimburse the Government for any such environmental or safety penalty or fine imposed shall be a dispute under the Disputes clause of this contract.

(d) The Contractor shall promptly correct any damage to government property resulting from its violations of environmental laws or regulations and shall promptly perform such remedial measures as required by such laws or regulations, or by any administrative or judicial order. In the event the Contractor fails to promptly perform remedial measures, the Contracting Officer may have the work performed and charge the cost to the Contractor in accordance with FAR clauses 52.236-0009 or FAR 52.237-0002.

NATIONAL ENVIRONMENTAL POLICY ACT

The Contractor is advised that the National Environmental Policy Act (NEPA) requires the consideration of the environmental impact before any federal action may be taken. The Army's procedure for complying with NEPA is set forth in Army Regulation 200-2. The Contractor agrees that it has or will review the applicable environmental documentation required before performance of this contract, and it has or will notify the Contracting Officer in writing prior to proceeding with performance if it is not satisfied with the sufficiency of the documentation. The Contractor further agrees that it will provide any necessary documentation required by NEPA and AR 200-2 in the event a change is proposed to be made to this contract.

PLACE OF PERFORMANCE

Principal Place of Performance: (Fort Jackson, SC and associated reserve component facilities. Tests shall be performed at a NIST certified laboratory facility.)

PRESERVING HISTORIC AND PREHISTORIC ARCHEOLOGICAL FINDS

If archeological or other cultural materials are encountered prior to or during this project or construction activity, work shall stop immediately, the site shall be protected, and the Cultural Resources Manager (CRM), Fort Jackson Directorate of Logistics and Engineering, shall be informed by calling telephone (803) 751-5011 or (803) 751-4103. Archeological materials consist of any items, fifty years or older, which were made or used by humans. These items include, but are not limited to, military equipment, to include weapons, uniform items such as helmets, protective masks, etc., vehicles, maintenance equipment, stone projectile points (arrowheads), ceramic shards, bricks, worked wood, bone and stone, metal and glass objects, and human skeletal remains. These materials may be present on the ground surface and/or under the surface of the ground. Artifacts discovered are federal property and the collection, removal, or disturbance of archeological resources may result in the assessment of civil or criminal penalties.

REGULATIONS

The site of the contracted work is on a military installation and the Contractor shall comply with all applicable rules and regulations including, but not limited to, the following:

(a) Fire Prevention. The Contractor and his employees shall be cognizant of and observe all requirements for handling and storage of combustible supplies and materials, daily disposal of combustible waste, trash in accordance with the National Fire Protection Association Code and the National Board of Fire Underwriters, as supplemented by AR 420-90. The Contractor shall also familiarize himself and require his employees to become familiar with the method of reporting a fire.

(b) Traffic Regulations. The Contractor and employees operating motor vehicles on Fort Jackson shall observe traffic regulations and posted speed limits. The only exception to posted speed limits is passing troops in formation

when speed shall be reduced to 10 MPH. Traffic laws are enforced on Fort Jackson and violators shall appear before a U.S. Magistrate for disposition of the violation.

(c) Motor Vehicle Regulations. Operation of motor vehicles on Fort Jackson by Contractor employees shall be governed by AR 385-55, Prevention of Motor Vehicle Accidents, AR 190-5, and FJ Sup 1, Motor Vehicle Traffic Supervision, and all motor vehicle laws of the state of South Carolina.

(d) Smoking Regulation. Contractor employees shall comply with Smoking Policy, AR 600-63.

(e) Prohibited Practices. Contractor employees shall comply with Fort Jackson Regulation 600-3, Prohibited Practices. Although not all inclusive, this regulation enumerates a variety of activities and practices which are prohibited on Fort Jackson. This regulation prohibits actual or attempted personal relationships between contractor employees and soldiers-in-training.

(f) Concealed Weapons. Contractor employees shall comply with all South Carolina laws concerning transportation of concealed weapons.

(g) Copies of the above regulations may be obtained from the Contracting Officer.

REQUIRED INSURANCE

(Read in conjunction with clause FAR 52.228-0005, Insurance - Work on a Government Installation).

a. In accordance with above reference clause, the Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance.

TYPE	AMOUNT
(1) Worker's Compensation	\$100,000.00

The required Worker's Compensation Insurance shall extend to cover employee's liability for accidental bodily injury or death and for occupational disease with a minimum liability as stated above.

(2) Comprehensive General Liability with minimum limits of:

Per accident or occurrence for bodily injury \$500,000.00

This insurance shall include Contractor's prospective liability and contractual liability.

(3) Comprehensive Automobile Liability with minimum limits of:

Per Person	\$200,000.00
Per Accident for Bodily Injury	\$500,000.00
Per Accident for Property Damage	\$ 20,000.00

b. Prior to commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such periods as may be prescribed by the laws of the state in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

c. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts hereunder.

SAFETY ASSURANCE AND ENVIRONMENTAL COMPLIANCE

(a) **Preperformance Safety and Environmental Meeting:** Representatives of the Contractor shall meet with the Contracting Officer and his/her representative(s) prior to the start of work, repair, alteration, or construction activities for the purpose of reviewing the Contractor's safety, health, hazardous waste management, and environmental programs and discussing implementation of all safety, health and environmental provisions pertinent to the work to be performed under the contract. The conduct of this meeting is not contingent upon a general preperformance meeting. The Contractor's principal on-site representative(s) shall attend this meeting.

(b) **Compliance with Regulations:** All work, including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1926/1910. Work involving the disturbance or dismantling of asbestos or asbestos containing materials; the demolition structures containing asbestos; and/or the disposal and removal of asbestos, shall also comply with the requirements of 40 CFR, Part 61, Subparts A and B, ETL 1110-1-118 and DA Circular 40-83-4. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.

(c) **Contractor Responsibility:** The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury, or death.

(d) **Inspections, Tests, and Reports:** The required inspections, tests, and reports made by the Contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required, shall be at the Contractor's expense.

(1) **MATERIALS AND EQUIPMENT:** Special facilities, devices, equipment, clothing, and similar items used by the Contractor in the execution of work shall comply with the applicable regulations.

(2) **HAZARDOUS MATERIALS:** The Contractor shall bring to the attention of the Contracting Officer any material suspected of being hazardous which he encounters during execution of the work. A determination will be made by the Contracting Officer as to whether the Contractor shall perform tests to determine if the material is hazardous. If the Contracting Officer directs the Contractor to perform tests, and/or if the material is found hazardous and additional measures are needed, a contract change may be required, subject to equitable adjustment under the terms of the contract.

SAFETY, HEALTH, AND ENVIRONMENTAL PROTECTION

(Read in conjunction with clauses FAR 52.223-0002, Clean Air and Water; FAR 52.223-0003, Hazardous Material Identification and Material Safety Data; FAR 52.236-0007, Permits and Responsibilities; FAR 52.236-0009, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements; FAR 52.236-0013, Accident Prevention; FAR 52.237-0002, Protection of Government Buildings, Equipment, and Vegetation; DFARS 252.223-7001, Hazard Warning Labels; DFARS 252.223-7002, Safety Precautions for Ammunition and Explosives; FAR 52.223-0007, Notice of Radioactive Materials; if incorporated herein).

(a) In performing work under this contract the Contractor shall comply with the applicable requirements and standards set forth in the following regulations and publications as well as other applicable statutes and regulations. Compliance with the regulations and publications listed below form a part of the requirements of this contract. The Contracting Officer shall provide copies of regulations and publications to the Contractor upon request or shall advise where they may be obtained.

(1) Code of Federal Regulations (CFR):

- A. OSHA General Industry Safety and Health Standards, 29 CFR 1910, Publication V2206.
- B. OSHA Construction Industry Standards, 29 CFR 1926.
- C. Wetlands, 33 CFR Parts 320 through 330, and 40 CFR Part 230.
- D. National Primary and Secondary Ambient Air Quality Standards, 40 CFR Part 50.
- E. Standards of Performance for New Stationary Sources, 40 CFR Part 60.
- F. National Emission Standards for Hazardous Air Pollutants, 40 CFR Part 61.
- G. Regulation of Fuels and Fuel Additives, 40 CFR Part 80.
- H. Protection of Stratospheric Ozone, 40 CFR Part 82.
- I. Discharge of Oil, 40 CFR Part 110.
- J. Designation of Hazardous Substances, 40 CFR Part 116.
- K. Determination of Reportable Quantities for Hazardous Substances, 40 CFR Part 117.
- L. National Pollutant Discharge Elimination System (NPDES), 40 CFR Part 122.
- M. Toxic Pollutant Effluent Standards, 40 CFR Part 129.
- N. National Primary and Secondary Drinking Water Regulations, 40 CFR Parts 141 and 143.
- O. Regulations of Acceptance, Disposal and Storage of Pesticides and Pesticide Containers, 40 CFR Part 165.
- P. Certification of Pesticide Applicators, 40 CFR Part 171.
- Q. Noise Abatement, 40 CFR Parts 201 through 211.
- R. Standards for Tracking and Management of Medical Waste, 40 CFR Part 259.
- S. Hazardous Waste Management System, 40 CFR Part 260.
- T. Identification and Listing of Hazardous Waste, 40 CFR Part 261.
- U. Standards Applicable to Generators of Hazardous Waste, 40 CFR Part 262.
- V. Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities, 40 CFR Part 264.
- W. National Oil and Hazardous Substances Pollution Contingency Plan, 40 CFR Part 300.
- X. Designation, Reportable Quantities, and Notification, 40 CFR Part 302.
- Y. Polychlorinated Biphenyls (PCBs) Manufacturing, Distribution in Commerce, and Use Prohibitions, 40 CFR Part 761.
- Z. Asbestos, 40 CFR Part 763.
- AA. Endangered and Threatened Wildlife and Plants, 50 CFR Parts 17.11, 17.12, 17.95, 17.96, and 222.

(2) Agency Regulations and Publications:

- A. Federal Standard 313B, Material Safety Data Sheets, Preparation and the Submission of.
- B. U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1.
- C. Use of Asbestos Containing Material, ETL 1110-1-118.
- D. Policy and Guidelines for Asbestos Management, DA Circular 40-834.
- E. Environmental Protection and Enhancement, DA Regulation 200-1.
- F. Environmental Effects of Army Actions, DA Regulation 200-2.
- G. Historic Preservation, DA Regulation 420-40.
- H. Solid and Hazardous Waste Management, DA Regulation 420-47.
- I. Natural Resources-Land, Forest and Wildlife Management, DA Regulation 420-74.
- J. Pest Management, DA Regulation 420-76.
- K. Hazardous Material/Hazardous Waste Management, Fort Jackson Regulation 200-3.

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purpose of compliance with applicable safety, health, and environmental laws and regulations are taken.

(b) Work covered: These requirements are applicable to all work covered by this contract.

(c) Definitions of Hazardous Materials and Hazardous Wastes: Refer to Designation of Hazardous Substances in Part 116, 40 CFR; hazardous wastes in Part 261 of 40 CFR; Designation in Part 302 of 40 CFR; hazardous materials in Parts 106 through 178 of 49 CFR; hazardous and toxic materials/substances included in Subparts H and Z of 29 CFR 1910; and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include

asbestos, polychlorinated biphenyls (PCBs), explosives, radioactive material, and solvents, but may include others. The most likely products to contain asbestos are sprayed-on fireproofing, insulation, boiler lagging, and pipe covering.

(d) Asbestos.

(1) THE CONTRACTOR IS WARNED that exposure to airborne asbestos has been associated with four diseases: lung cancer, certain gastrointestinal cancers, pleural or peritoneal mesothelioma and asbestosis. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke, and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.

(2) The Contractor is advised that friable and/or nonfriable asbestos-containing material may be encountered in areas where contract work is to be performed. Friable asbestos-containing material means any material that contains more than one percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Nonfriable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturant, impregnant or coating. Nonfriable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities.

(3) Care must be taken to avoid releasing, or causing to be released, asbestos fibers in the atmosphere where they may be inhaled or ingested. The Occupational Safety and Health Administration (OSHA) has set standards at 29 CFR 1910.1001 for exposure to airborne concentrations of asbestos fibers, methods of compliance, medical surveillance, housekeeping procedures and other measures that must be taken when working with or around asbestos-containing materials. 29 CFR 1910.1001 has been identified as applicable to construction (29 CFR 1926.55 gases, vapors, fumes, dusts and mists). The Environmental Protection Agency (EPA) has established standards at 40 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.

(4) Friable asbestos containing materials are not permitted by current criteria and shall not be used in new construction or modification projects (ETL 110-1-118). Plans and specifications for all new construction and modification projects will be reviewed to ensure that the use of friable asbestos-containing materials is not specified or required.

(5) Maintenance, modification, or demolition activities where exposure to asbestos dust may occur from previously installed friable or nonfriable asbestos-containing material will be identified. The Contractor shall strictly adhere to all precautions, to include proper work practices, medical surveillance, respiratory protection, industrial hygiene, and environmental protection requirements of OSHA (29 CFR 1910.1001), EPA (40 CFR 61.140-156) and DA Circular 40-834, as applicable.

(e) Solid, Liquid, and Gaseous Contaminants.

(1) Contractor shall be responsible for the proper disposal of all solid, liquid, and gaseous contaminants in accordance with all applicable federal, state and local codes and regulations, together with, but not limited to, the following requirements:

(2) Discharge gaseous contaminants so that they will be sufficiently diluted with fresh air to reduce the toxicity to an acceptable level.

(3) Liquid contaminants may, subject to applicable regulatory standards, be diluted with water to a level of quality acceptable in the local sewer systems, or shall be disposed of in approved vessels at approved sites.

(4) Disposal of Refuse: Remove refuse resulting from operations from the site and dispose of as directed by the Contracting Officer. However, in no case shall refuse be removed or disposed contrary to any applicable environmental law or regulation. The Contractor shall notify the Contracting Officer of any direction given by any

government employee or agent, including the Contracting Officer, which is contrary to any applicable law or regulation.

(5) Covered Chutes: All chutes for refuse, and the like, shall be covered or of such design to fully confine the material to prevent the dissemination of dust.

(f) Noise Control. The Contractor shall comply with all applicable federal, state and local laws, ordinances, and regulations relative to noise control.

(g) The installation safety officer shall be designated as the responsible individual for monitoring the Contractor in the area of safety and accident prevention.

(h) The Contractor shall be responsible for and comply with all applicable notification, permit and license requirements identified in the regulations and publications identified above and as well as in other applicable federal, state and local statutes and regulations.

(i) The Contractor shall include these SAFETY, HEALTH, AND ENVIRONMENTAL PROTECTION special contract requirements in all subcontracts.

IDENTIFICATION OF CONTRACTOR EMPLOYEES

a. The contractor shall provide each employee an identification (ID) badge on contract start date or on employment start date. The ID badge shall be made of nonmetallic material, easily readable and include employee's name, contractor's name, functional area of assignment, and color photograph. The ID badge shall be approved by the contracting officer or his/her designee before contract start date.

b. Display of ID Badges: Contractor personnel shall wear the ID badge at all times when performing work under this contract to include attending Government meetings and conferences. Unless otherwise specified in the contract, each contractor employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement.

c. Answering Telephones: Contractor personnel shall identify themselves as contractor employees when answering Government telephones.

d. Utilizing Electronic Mail: When prime contractor or subcontractor personnel send e-mail messages as a part of contract performance (or otherwise relating to contract matters), each sender shall include his/her name (both first and last names), e-mail address and the name of the individual's employer.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products

Line Item No.:-----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----
Country of Origin:-----

(List as necessary)

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--
- (1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

 (2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

_XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

_XX (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

XX (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

____(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.

____(ii) Alternate I of 52.219-23.

____(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX (12) 52.222-26, Equal Opportunity (E.O. 11246).

XX (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

XX (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

____(16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

____(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

____(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

____(18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

____(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

____(ii) Alternate I of 52.225-3.

____(iii) Alternate II of 52.225-3.

____(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

XX (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

XX (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

____(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

____ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

____ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

____ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

XX (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **01 October 2002 through 30 September 2003 or the last day of any exercised option .**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than three (3) tests , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of eighteen (18) tests;

(2) Any order for a combination of items in excess of eighteen (18) tests; or

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5)days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2003 or the last day of any exercised option.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the time specified in the schedule.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty days prior to date of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☐ XX 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ XX 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ XX 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

XX 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

XX 252.225-7012 Preference for Certain Domestic Commodities (AUG 2000) (10 U.S.C. 10a-10d, E.O. 10582).

252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2241 note).

252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2241 note).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (____ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (____ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

XX 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

XX 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (10 U.S.C. 2631).

XX 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631). 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)
(End of clause)

S P E C I F I C A T I O N S

STATEMENT OF WORK

1.1 WORK TO BE DONE: The work consists of furnishing all plant, labor, equipment, appliances, and materials, and performing all work in connection with the "INSPECTION, SAMPLING AND TESTING FOR VARIOUS MATERIALS POSTWIDE AS ORDERED" on Fort Jackson, South Carolina, in strict accordance with these specifications and subject to the terms and conditions of the contract. Refer to the paragraph 2.0 for more details.

1.2 CONTRACTOR'S RESPONSIBILITY: The Contractor shall contact the DLE PROJECT MANAGER, Telephone 751-3839 (Byung-Joon Kim) PRIOR TO STARTING ANY WORK. The Contractor shall perform all work required to give a complete and satisfactory job as required by these specifications. The Contractor shall be responsible for debris generated under this contract at the job site and while being transported to the disposal site. All holes generated by sampling shall be patched by the contractor. Any leak that is found through the sampling hole, the contractor shall fix it without additional charge to the Government.

1.2.1 Property Damage: Extreme care shall be exercised to avoid any damage to Government property or equipment. Any damage to Government property (including erosion, grass and building) or equipment by the Contractor shall be repaired by the Contractor to its original or better condition as he goes on at no additional expense to the Government.

1.2.2 Safety Regulations: The employees of the Contractor shall abide by the safety regulation EM 385-1-1 as well as OSHA requirements, General Safety Requirements. All costs in connection therewith shall be included in the contract price for the work. A copy of these regulations can be obtained from the Contracting Officer, Building 4350, Fort Jackson.

1.2.3 Security: Contractor shall be responsible for securing his equipment and materials at the job site at the end of each workday. The Government shall not be held responsible of any loss experienced by the Contractor due to theft or vandalism.

1.2.4 Demolition and Disposal: All materials and equipment removed from facilities during the course of this contract shall be disposed of in accordance with the instructions of the contracting officer. Typically salvageable items will be transported to the Fort Jackson Recycling Center, Defense Reutilization Management Office, or other approved storage site on Fort Jackson. The Contracting officer will determine, in his sole discretion, the nature of demolished items as being either salvageable or disposable. All other disposable items will be the contractor's responsibility for removal from Fort Jackson to include tipping fees or others related disposal expenses. Demolition activities requiring hot work or excavation will require permits from DPW Fire Prevention Division and/or Engineering Division.

1.2.5 Cleanup: Cloths, cotton waste, and other debris that might constitute a fire hazard shall be placed in closed metal containers. All items which might constitute a hazard shall be disposed of at the end of each work day. Upon completion of the work at each site, all staging and debris shall be removed from the project site or destroyed in a manner approved by the

Contracting Officer. The entire area shall be left clean and acceptable to the Contracting Officer.

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1.2.6 Daily Progress Reports: Not used.

1.3 SITE OF WORK: The work shall be performed in various buildings post wide on FORT JACKSON facilities in South Carolina. Generally the project manager is the point of contact for access to the site unless specified in the delivery order.

1.4 DRAWINGS: N/A:

1.5 SCHEDULING OF WORK: Scheduling of work will be coordinated on a case by case basis.

1.5.1 Generally, all work shall be accomplished during normal duty hours, 0730 - 1615, Monday through Friday. Deviation from this schedule shall be approved by the Contracting Officer and coordinated with the DLE project manager.

1.5.2 Sequence of Work: Work shall be accomplished within the contract period and in coordination with the contracting officer.

1.6 QUALITY ASSURANCE: The Contracting Officer reserves the right to conduct any inspections or perform any tests deemed necessary at any time during the execution of the contract to determine conformance with the requirements of these specifications. Work procedures and materials selection will be examined to determine the conformance with the requirements of this specification. For the area not visualized, such as above ceiling, storage, mechanical room and HVAC, the contractor shall mark sample number, company name and date to be recognized by maintenance workers.

1.7 SITE VISIT: The Contractor will visit each work site upon issuance of a delivery order to inspect the work space and satisfy themselves as to the character and the amount of work to be accomplished. All site visits shall be coordinated with the DLE Engineering Design Branch (POC Byung-Joon Kim, telephone 751-3839).

1.8 WORKING CONDITIONS: The buildings and the surrounding site areas will be occupied and U.S. Army operations will continue on a normal, temporary, or restricted basis for the duration of the contract. The Contractor shall take all precautions to insure that his operations are conducted in a manner as not to interfere with the normal operation of surrounding facilities and the safety and convenience of the occupants.

1.9 TEMPORARY FACILITIES: The electrical energy and water consumed shall be provided by the Government at no cost to the Contractor from existing lines and sources located in the buildings or from services adjacent to the work areas. The characteristics and source locations may be verified by a visit to the site (See Paragraph 1.7, Site Visit). The Contractor shall provide temporary storage space for materials requiring security and protection. Storage facilities shall be the responsibility of the Contractor. The Contracting Officer will assign an area where the Contractor may place a temporary facility.

2.0 WORK TO BE DONE: The contractor shall provide each report within the specified given period for each test from the work order issue date. Order without "Expedited Testing Each Building", the contractor shall submit a complete assessment report to the project manager within 10 working days. Order with "Expedited Testing Each Building", the contractor shall submit a complete assessment report to the project manager within 5 working days. The assessment report shall include following:

- a. Sample location map (max. size 8"X11"). Homogeneous material area represented by the sample shall be hatched.
- b. Estimated quantities
- c. Existing condition
- d. Homogeneous material area represented by each sample on summary
- e. Recommendation and estimated project (replacement or demolition) cost.

The contractor shall provide multiple location maps as required to fully depict the location of the sample area. A written description of the sample & location shall be provided to ensure clarity of the sampled components. The assessment report shall be fully understandable for out of town contractor (renovation or asbestos demolition contractor) without visiting the site. Order for survey shall be two separate parts, Interior (Asbestos and Lead Base Paint (LBP) survey for ceiling, above ceiling, wall, floor, and HVAC) shall be one part and exterior (Asbestos and LBP survey for Siding, roof and roof components) as the other. The contractor shall submit invoice per building along with original assessment report. Each invoice shall consist of number of sample, unit price (testing fee per sample), total sampling fee (number of samples times unit price) and labor fee depend on the floor size of work area.

- a. TEM testing for asbestos fibers: Provide a written report from a NIST certified laboratory facility containing data sufficient to satisfy requirements of SCDHEC and /or EPA for clearance purposes.
- b. PLM testing for asbestos fibers: Provide a written report from a NIST certified laboratory facility containing data sufficient to satisfy requirements of SCDHEC and /or EPA for clearance purposes.
- C. PCM testing, asbestos fibers: Provide a written report from a NIST certified laboratory facility containing data sufficient to satisfy requirements of SCDHEC and /or EPA for clearance purposes.
- d. Heavy metal testing for water: Provide a written report from a NIST certified laboratory facility containing data sufficient to satisfy requirements of SCDHEC and /or EPA for clearance purposes.
- e. PCB testing for transformers and ballast: Provide a written report from a NIST certified laboratory facility containing data sufficient to satisfy requirements of SCDHEC and /or EPA for clearance purposes.
- f. Soil testing (Mechanical Properties): Provide quantitative data for soil characteristics to include type, compactibility, porosity, plasticity and other prominent physical characteristics containing data sufficient to satisfy requirements of SCDHEC and /or EPA for clearance purposes.

01010-3

WAGE DETERMINATION NO: 94-2475 REV (19) AREA: SC,COLUMBIA

WAGE DETERMINATION NO: 94-2475 REV (19) AREA: SC,COLUMBIA

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W.Gross
DirectorDivision of
Wage DeterminationsWage Determination No.: 1994-2475
Revision No.: 19
Date Of Last Revision: 06/07/2002

State: South Carolina Area: South Carolina Counties of Calhoun, Chester,
Clarendon, Fairfield, Kershaw,
Lexington, Newberry, Orangeburg, Richland, Saluda, Sumter

— **Fringe Benefits Required Follow the Occupational Listing**

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	
8.36	
Accounting Clerk II	
10.40	
Accounting Clerk III	
13.02	
Accounting Clerk IV	
14.56	
Court Reporter	
12.95	
Dispatcher, Motor Vehicle	
13.39	
Document Preparation Clerk	
9.41	
Duplicating Machine Operator	
9.41	
Film/Tape Librarian	
8.90	
General Clerk I	
9.12	
General Clerk II	
10.27	
General Clerk III	
10.91	
General Clerk IV	
12.58	

Housing Referral Assistant
14.59
Key Entry Operator I
9.59
Key Entry Operator II
9.71
Messenger (Courier)
7.73
Order Clerk I
9.50
Order Clerk II
11.79
Personnel Assistant (Employment) I
9.49
Personnel Assistant (Employment) II
10.65
Personnel Assistant (Employment) III
12.50
Personnel Assistant (Employment) IV
14.27
Production Control Clerk
13.36
Rental Clerk
11.19
Scheduler, Maintenance
11.19
Secretary I
11.19
Secretary II
12.78
Secretary III
14.59
Secretary IV
18.38
Secretary V
20.36
Service Order Dispatcher
11.73
Stenographer I
10.11
Stenographer II
11.33
Supply Technician
14.68
Survey Worker (Interviewer)
10.75
Switchboard Operator-Receptionist
8.99
Test Examiner
12.78
Test Proctor
12.78
Travel Clerk I
8.64
Travel Clerk II
9.20

Travel Clerk III
9.79
Word Processor I
8.64
Word Processor II
9.70
Word Processor III
10.87
Automatic Data Processing Occupations
Computer Data Librarian
9.08
Computer Operator I
9.91
Computer Operator II
12.02
Computer Operator III
14.89
Computer Operator IV
16.57
Computer Operator V
18.33
Computer Programmer I (1)
16.04
Computer Programmer II (1)
19.88
Computer Programmer III (1)
24.31
Computer Programmer IV (1)
27.62
Computer Systems Analyst I (1)
23.20
Computer Systems Analyst II (1)
27.62
Computer Systems Analyst III (1)
27.62
Peripheral Equipment Operator
11.96
Automotive Service Occupations
Automotive Body Repairer, Fiberglass
15.12
Automotive Glass Installer
13.44
Automotive Worker
13.44
Electrician, Automotive
14.28
Mobile Equipment Servicer
11.67
Motor Equipment Metal Mechanic
15.12
Motor Equipment Metal Worker
13.44
Motor Vehicle Mechanic
15.12
Motor Vehicle Mechanic Helper
10.83

Motor Vehicle Upholstery Worker
12.54
Motor Vehicle Wrecker
13.44
Painter, Automotive
14.28
Radiator Repair Specialist
13.44
Tire Repairer
11.28
Transmission Repair Specialist
15.12
Food Preparation and Service Occupations
Baker
8.60
Cook I
7.76
Cook II
8.92
Dishwasher
6.89
Food Service Worker
6.73
Meat Cutter
10.73
Waiter/Waitress
6.33
Furniture Maintenance and Repair Occupations
Electrostatic Spray Painter
14.28
Furniture Handler
9.09
Furniture Refinisher
14.28
Furniture Refinisher Helper
10.76
Furniture Repairer, Minor
12.54
Upholsterer
14.28
General Services and Support Occupations
Cleaner, Vehicles
7.31
Elevator Operator
6.44
Gardener
8.74
House Keeping Aid I
7.00
House Keeping Aid II
7.05
Janitor
7.40
Laborer, Grounds Maintenance
7.43

Maid or Houseman
7.00
Pest Controller
8.17
Refuse Collector
7.40
Tractor Operator
8.11
Window Cleaner
6.91
Health Occupations
Dental Assistant
11.96
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver
11.52
Licensed Practical Nurse I
10.55
Licensed Practical Nurse II
11.85
Licensed Practical Nurse III
13.25
Medical Assistant
10.31
Medical Laboratory Technician
12.40
Medical Record Clerk
10.77
Medical Record Technician
12.98
Nursing Assistant I
7.76
Nursing Assistant II
8.73
Nursing Assistant III
9.51
Nursing Assistant IV
10.69
Pharmacy Technician
11.67
Phlebotomist
12.11
Registered Nurse I
16.62
Registered Nurse II
20.48
Registered Nurse II, Specialist
20.48
Registered Nurse III
24.76
Registered Nurse III, Anesthetist
24.76
Registered Nurse IV
29.70
Information and Arts Occupations
Audiovisual Librarian
17.62

Exhibits Specialist I
13.98
Exhibits Specialist II
17.24
Exhibits Specialist III
21.80
Illustrator I
13.98
Illustrator II
17.24
Illustrator III
21.80
Librarian
19.04
Library Technician
13.39
Photographer I
12.33
Photographer II
13.41
Photographer III
16.52
Photographer IV
20.90
Photographer V
24.04
Laundry, Dry Cleaning, Pressing and Related Occupations
Assembler
6.67
Counter Attendant
6.67
Dry Cleaner
8.23
Finisher, Flatwork, Machine
6.67
Presser, Hand
6.67
Presser, Machine, Drycleaning
6.67
Presser, Machine, Shirts
6.67
Presser, Machine, Wearing Apparel, Laundry
6.67
Sewing Machine Operator
8.69
Tailor
9.25
Washer, Machine
7.22
Machine Tool Operation and Repair Occupations
Machine-Tool Operator (Toolroom)
20.11
Tool and Die Maker
19.40
Material Handling and Packing Occupations

Forklift Operator
12.19
Fuel Distribution System Operator
11.67
Material Coordinator
13.78
Material Expediter
13.78
Material Handling Laborer
10.89
Order Filler
9.38
Production Line Worker (Food Processing)
10.83
Shipping Packer
11.36
Shipping/Receiving Clerk
11.36
Stock Clerk (Shelf Stocker; Store Worker II)
10.67
Store Worker I
8.74
Tools and Parts Attendant
12.19
Warehouse Specialist
12.19
Mechanics and Maintenance and Repair Occupations
Aircraft Mechanic
18.07
Aircraft Mechanic Helper
12.30
Aircraft Quality Control Inspector
18.16
Aircraft Servicer
14.25
Aircraft Worker
15.28
Appliance Mechanic
14.28
Bicycle Repairer
11.28
Cable Splicer
17.20
Carpenter, Maintenance
16.02
Carpet Layer
13.44
Electrician, Maintenance
16.03
Electronics Technician, Maintenance I
14.37
Electronics Technician, Maintenance II
18.04
Electronics Technician, Maintenance III
18.59

Fabric Worker
12.54
Fire Alarm System Mechanic
15.12
Fire Extinguisher Repairer
11.67
Fuel Distribution System Mechanic
15.12
General Maintenance Worker
13.44
Heating, Refrigeration and Air Conditioning Mechanic
15.12
Heavy Equipment Mechanic
15.23
Heavy Equipment Operator
15.12
Instrument Mechanic
15.12
Laborer
7.76
Locksmith
15.02
Machinery Maintenance Mechanic
15.61
Machinist, Maintenance
15.56
Maintenance Trades Helper
10.83
Millwright
16.61
Office Appliance Repairer
14.28
Painter, Aircraft
14.28
Painter, Maintenance
14.28
Pipefitter, Maintenance
15.12
Plumber, Maintenance
14.28
Pneudraulic Systems Mechanic
15.12
Rigger
16.04
Scale Mechanic
13.44
Sheet-Metal Worker, Maintenance
15.12
Small Engine Mechanic
13.44
Telecommunication Mechanic I
15.63
Telecommunication Mechanic II
16.53
Telephone Lineman
15.12

Welder, Combination, Maintenance
15.12
Well Driller
15.12
Woodcraft Worker
15.12
Woodworker
11.67
Miscellaneous Occupations
Animal Caretaker
7.45
Carnival Equipment Operator
8.33
Carnival Equipment Repairer
8.97
Carnival Worker
7.24
Cashier
7.57
Desk Clerk
9.27
Embalmer
17.47
Lifeguard
9.42
Mortician
17.47
Park Attendant (Aide)
11.84
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)
9.50
Recreation Specialist
12.88
Recycling Worker
8.52
Sales Clerk
10.00
School Crossing Guard (Crosswalk Attendant)
7.76
Sport Official
9.42
Survey Party Chief (Chief of Party)
14.29
Surveying Aide
9.48
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)
12.99
Swimming Pool Operator
11.07
Vending Machine Attendant
8.92
Vending Machine Repairer
11.07
Vending Machine Repairer Helper
8.92
Personal Needs Occupations

Child Care Attendant
9.27
Child Care Center Clerk
14.54
Chore Aid
6.74
Homemaker
14.80
Plant and System Operation Occupations
Boiler Tender
15.12
Sewage Plant Operator
14.28
Stationary Engineer
15.12
Ventilation Equipment Tender
10.83
Water Treatment Plant Operator
15.71
Protective Service Occupations
Alarm Monitor
10.57
Corrections Officer
13.37
Court Security Officer
13.46
Detention Officer
13.37
Firefighter
13.87
Guard I
8.18
Guard II
12.12
Police Officer
15.00
Stevedoring/Longshoremen Occupations
Blocker and Bracer
12.61
Hatch Tender
12.61
Line Handler
12.61
Stevedore I
11.91
Stevedore II
12.89
Technical Occupations
Air Traffic Control Specialist, Center (2)
28.21
Air Traffic Control Specialist, Station (2)
19.46
Air Traffic Control Specialist, Terminal (2)
21.43
Archeological Technician I
11.79

Archeological Technician II
 13.25
 Archeological Technician III
 16.37
 Cartographic Technician
 16.57
 Civil Engineering Technician
 15.02
 Computer Based Training (CBT) Specialist/ Instructor
 18.68
 Drafter I
 12.11
 Drafter II
 13.98
 Drafter III
 15.20
 Drafter IV
 18.73
 Engineering Technician I
 12.75
 Engineering Technician II
 14.72
 Engineering Technician III
 16.01
 Engineering Technician IV
 19.72
 Engineering Technician V
 24.95
 Engineering Technician VI
 28.70
 Environmental Technician
 17.45
 Flight Simulator/Instructor (Pilot)
 24.31
 Graphic Artist
 15.95
 Instructor
 15.11
 Laboratory Technician
 15.69
 Mathematical Technician
 16.52
 Paralegal/Legal Assistant I
 12.09
 Paralegal/Legal Assistant II
 14.85
 Paralegal/Legal Assistant III
 15.80
 Paralegal/Legal Assistant IV
 19.10
 Photooptics Technician
 19.00
 Technical Writer
 22.63
 Unexploded (UXO) Safety Escort
 17.93

Unexploded (UXO) Sweep Personnel
 17.93
 Unexploded Ordnance (UXO) Technician I
 17.93
 Unexploded Ordnance (UXO) Technician II
 21.70
 Unexploded Ordnance (UXO) Technician III
 26.01
 Weather Observer, Combined Upper Air and Surface Programs (3)
 13.51
 Weather Observer, Senior (3)
 15.03
 Weather Observer, Upper Air (3)
 13.51
 Transportation/ Mobile Equipment Operation Occupations
 Bus Driver
 11.76
 Parking and Lot Attendant
 7.07
 Shuttle Bus Driver
 10.01
 Taxi Driver
 8.43
 Truckdriver, Heavy Truck
 14.80
 Truckdriver, Light Truck
 11.14
 Truckdriver, Medium Truck
 11.97
 Truckdriver, Tractor-Trailer
 14.80

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3

weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span

of continuous service with the present contractor or successor, wherever employed, and with

the predecessor contractors in the performance of similar work at the same Federal

facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King

Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus

Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for

any of the named holidays another day off with pay in accordance with a plan communicated

to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as

numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically

designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service

Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the

Third Supplement, dated March 1997, unless otherwise indicated. This publication may be

obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the

Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444

(SF 1444) }

Conformance Process:

The contracting officer shall require that any class of service employee which is not

listed herein and which is to be employed under the contract (i.e., the work to be

performed is not performed by any classification listed in the wage determination), be

classified by the contractor so as to provide a reasonable relationship (i.e., appropriate

level of skill comparison) between such unlisted classifications and the classifications

listed in the wage determination. Such conformed classes of employees shall be paid the

monetary wages and furnished the fringe benefits as are determined. Such conforming

process shall be initiated by the contractor prior to the performance of contract work by

such unlisted class(es) of employees. The conformed classification, wage rate, and/or

fringe benefits shall be retroactive to the commencement date of the contract.

{See Section

4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF

1444 should be prepared for each wage determination to which a class(es) is to be

conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s)

and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed

classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including

information regarding the agreement or disagreement of the authorized representative of the

employees involved, or where there is no authorized representative, the employees

themselves. This report should be submitted to the contracting officer no later than 30

days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the

action, together with the agency's recommendations and pertinent information including the

position of the contractor and the employees, to the Wage and Hour Division, Employment

Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of

Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves

the action via transmittal to the agency contracting officer, or notifies the contracting

officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations"

(the Directory) should be used to compare job definitions to insure that duties requested

are not performed by a classification already listed in the wage determination. Remember,

it is not the job title, but the required tasks that determine whether a class is included

in an established wage determination. Conformances may not be used to artificially split,

combine, or subdivide classifications listed in the wage determination.

END OF WAGE DETERMINATION